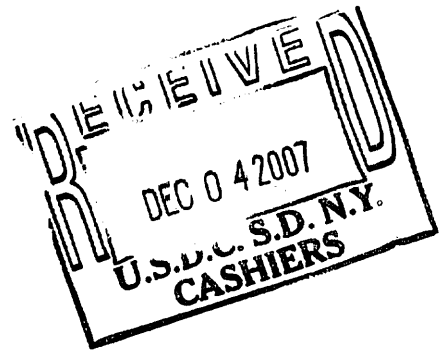


LP3_complaint3.D

JUDGE KEENAN

07 CV 10990

Carl E. Person
Attorney for Plaintiff
325 W. 45th Street – Suite 201
New York NY 10036-3803
Telephone: (212) 307-4444
Facsimile: (212) 307-0247
carlpers@ix.netcom.com



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
T & T IMPORTS, INC.,

Plaintiff,

v.

RENZO FOOD CORP., d/b/a Fine Fare Supermarket;
JOHNNY DIAZ, individually and in his corporate capacity,
and GENERAL TRADING CO., INC.,

Defendants.
-----X

ECF CASE

Index No.

COMPLAINT

Plaintiff T & T Imports, Inc. ("Plaintiff") brings this action against Defendants Renzo Food Corp. (the "Company"), Johnny Diaz, individually and in his corporate capacity (the "Principal") and General Trading Co., Inc. ("General"), for damages and alleges as follows:

I. JURISDICTION

1. Jurisdiction is vested in this Court pursuant to the Perishable Agricultural Commodities Act, specifically 7 U.S.C. § 499(c)(b)(2) and 7 U.S.C. § 499c(c)(5)(i) and pursuant to 28 U.S.C. §1331.

2. Jurisdiction is also vested in this Court in that all corporate parties and the individual defendant regularly conduct business within the Southern District of New York.

3. The Court has supplemental jurisdiction over the Plaintiff's claims arising under state law pursuant to 28 U.S.C. § 1367(a).

II. VENUE

4. Venue in this District is based on 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District and a substantial part of the property that is the subject of this action is situated in this District; also, the Company and the Principal are domiciled in this District, and General is doing business in this District.

III. PARTIES

5. Plaintiff, T & T Imports, Inc., d/b/a T & T Imports Co., a New York corporation, has offices at 571 Austin Place, Bronx, New York 10455, and operates its business under a valid USDA-issued PACA License, number 19930983, in good and active standing.

6. Plaintiff sells wholesale quantities of perishable agricultural commodities (“Produce”) in interstate commerce.

7. Defendant, Renzo Food Corp., d/b/a Fine Fare Supermarket (the “Company”), a New York corporation, is a purchaser of Produce in wholesale quantities and, therefore a “dealer” pursuant to § 499a(b)(6) of the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. §§ 499a-499t (the “PACA”).

8. The Company has its principal place of business at 763 Concourse Village West, Bronx, New York 10451-3801.

9. Defendant, Johnny Diaz, individually (the “Principal”), is or was an officer, director and/or shareholder of the Company during the relevant time period. The Principal is or was a person in control of, and responsible for, the disposition of the Company’s assets, including its PACA trust assets.

10. The Principal has a place of business at 763 Concourse Village West, Bronx, New York 10451-3801, and upon information and belief resides in The Bronx, New York.

11. Defendant, General Trading Co., Inc. (“General”), a New Jersey corporation, is or was an de facto officer, director and/or shareholder of the Company during the relevant time period; a person in control of, and responsible for, the disposition of the Company’s assets, including its PACA trust assets; and a knowing recipient of part of Plaintiff’s PACA trust assets, at all times relevant to this action.

12. General has its principal place of business at 455 16th Street, Carlstadt, New Jersey 07072, and transacts business in New York and in this District, and is the owner/lessor of the leased premises occupied by the Company and the Principal.

13. General has a controlling interest in the Company by reason of its position as landlord of the premises leased by the Company; upon information and belief, as landlord of the Plaintiff's premises under a lease in default; and as a knowing recipient of the Plaintiff's PACA trust fund assets while beneficiaries of the trust such as the Plaintiff are not being paid.

14. The Company, Principal and General are collectively referred to herein as the "Defendants".

IV. CLAIMS FOR RELIEF

COUNT I

Failure to Maintain PACA Trust

7 U.S.C. §§ 499e(c)(2), 499e(c)(4)

(Against the Company)

15. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-14 as if fully rewritten herein.

16. At the Company's request, Plaintiff sold, on credit, to the Company perishable agricultural commodities, as set forth in the following table:

<u>Defendant</u>	<u>Dates of Transactions</u>	<u>Commodities</u>	<u>Total Amount Sold</u>	<u>Amount Unpaid</u> ¹
Renzo Food Corp.	6/30/06 to 7/29/06	fruits and vegetables	\$9,929.25	\$9,929.25

1. Includes \$525 returned check (10/18/06). Plus accrued interest and attorney's fees.

17. Plaintiff duly delivered the perishable agricultural commodities to the Company.

18. The Company received and accepted the perishable agricultural commodities from Plaintiff.

19. The Produce identified above was sold pursuant to the invoices attached hereto as Exhibit A.

20. The Company received from the Plaintiff each of the invoices included in Exhibit A.

21. The Company failed to pay for this Produce despite repeated written demands.

22. Pursuant to the payment terms between the Company and the Plaintiff, the Company is in default with respect to the principal amount of \$9,929.25 outstanding to Plaintiff.

23. Pursuant to the trust provisions of PACA, 7 U.S.C. § 499e(c)(2), and the Code of Federal Regulations promulgated thereunder, upon receipt of said commodities, a statutory trust arose in favor of Plaintiff as to all commodities received by the Company, all inventories of food or other products derived from said commodities, and the proceeds from the sale of such commodities until full payment is made for said commodities by the Company to Plaintiff.

24. The Company has failed and refused to pay for the commodities it received and accepted from Plaintiff, despite due demand.

25. On each of the outstanding invoices sent by Plaintiff to the Company, Plaintiff, as a PACA licensee, placed the exact language statutorily prescribed by PACA to be placed on all invoices by a licensee to notify the buyer that a seller/supplier of perishable agricultural commodities is preserving its rights as a beneficiary to the statutory trust. [7 U.S.C. § 499c(c)(4)], plus interest and attorney's fees. (See, copies of unpaid invoices with respective proofs of delivery attached hereto as Exhibit A.)

26. Plaintiff is an unpaid creditor, supplier and seller of perishable agricultural commodities as those terms are defined under the PACA.

27. Upon information and belief, the Company has dissipated and is continuing to dissipate the corpus of the statutory trust which arose in favor of

Plaintiff and grew upon each delivery to the Company of perishable agricultural commodities.

28. The failure of the Company to hold in trust for the benefit of Plaintiff such perishable agricultural commodities received by it from Plaintiff, and all inventories of food or other products derived from said commodities, and the proceeds from the sale of such commodities until full payment of the sums owing to Plaintiff for said commodities, constitute violations of PACA and PACA Regulations and are unlawful, and, as a direct result Plaintiff has suffered damages.

COUNT II

Dissipation of Trust Assets

7 U.S.C. §§ 499(b), 499e(c), 499e(c)(4)

(Against All Defendants)

29. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-28 as if fully rewritten herein.

30. Upon information and belief, proceeds obtained from the resale of the perishable agricultural commodities purchased on credit from Plaintiff by the Company, that were needed to make full payment promptly to trust beneficiaries as required by 7 U.S.C. § 499b, were improperly expended by the Company, the Principal and General for other purposes.

31. On each of the outstanding invoices sent by Plaintiff to the Company, Plaintiff, as a PACA licensee, placed the exact language statutorily prescribed by

PACA to be placed on all invoices by a licensee to notify the buyer that a seller/supplier of perishable agricultural commodities is preserving its rights as a beneficiary to the statutory trust. [7 U.S.C. § 499e(c)(4)], plus interest and attorney's fees. (See, Exhibit A attached hereto.)

32. Upon information and belief, Defendants received funds subject to the trust arising under 7 U.S.C. § 499e(c), which should have been used to pay Plaintiff's outstanding invoices, but were not.

33. As a direct result of the dissipation of trust assets by the Company, the Principal and General, Plaintiff has suffered damages.

COUNT III

Failure to Pay Trust Funds **7 U.S.C. §§ 499(b)**

(Against the Company)

34. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-33 as if fully rewritten herein.

35. The Company has failed and refuses to pay Plaintiff \$9,929.25 from the PACA trust, which sum is unpaid and overdue to Plaintiff for the perishable agricultural commodities received and accepted by the Company from Plaintiff.

36. The failure of the Company to make said payments to Plaintiff from the statutory trust fund is a violation of PACA 7 U.S.C. § 499b and PACA

Regulations and is in breach of the Company's fiduciary duty as trustee, and, as a direct result, Plaintiff has suffered damages.

COUNT IV

Breach of Fiduciary Duty / Non-Dischargeability
7 U.S.C. §§ 499b(4), 11 U.S.C. 523(a)

(Against All Defendants)

37. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-36 as if fully rewritten herein.

38. Upon information and belief, from October 13, 2006 to November 24, 2006, the Principal and General managed, controlled and directed the credit purchase of perishable agricultural commodities from Plaintiff on behalf of the Company.

39. Upon information and belief, Defendants received, in the regular course of business, funds subject to the PACA statutory trust which were not used for the payment of Plaintiff's outstanding invoices.

40. Upon information and belief, Defendants, in breach of their fiduciary obligations arising under PACA, directed the disbursement of trust funds for purposes other than making full and prompt payment to Plaintiff as required by PACA, 7 U.S.C. § 499b(4), thereby heightening liability herein to a state of non-dischargeability pursuant to 11 U.S.C. § 523(a).

41. As a direct result of the foregoing, the Company, the Principal and General have violated their fiduciary duties as trustees in failing and refusing to make the payments required to satisfy the priority trust interests of Plaintiff, and, as a direct result, the Plaintiff has suffered damages.

COUNT V

Breach of Contract / Action on Account

(Against the Company)

42. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-41 as if fully rewritten herein.

43. From June 30, 2006 to July 29, 2006, the Company contracted with Plaintiff to purchase fresh fruits on credit. (See, Exhibit A.)

44. Pursuant to the payment terms between the parties, the Company is in default to the Plaintiff on amounts unpaid and outstanding.

45. The Company breached the contract by failing and refusing to pay Plaintiff \$9,929.25. As a direct result, Plaintiff has suffered damages.

COUNT VI

Interest and Attorney's Fees

(Against All Defendants)

46. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-45 as if fully rewritten herein.

47. Pursuant to PACA, 7 U.S.C. § 499e(c), and the Regulations promulgated thereunder, Defendants were statutorily required to maintain a trust in favor of Plaintiff in order to make full payment to Plaintiff of said amount.

48. As a result of the failure of Defendants to maintain the trust and to make full payment promptly, Plaintiff has been required to pay attorney's fees and costs in order to bring this action to compel payment of the trust res.

49. As a result of the failure of Defendants to comply with their statutorily mandated duties to maintain the trust and make full payment promptly, Plaintiff has lost the use of said money.

50. Plaintiff will not receive full payment as required by PACA, 7 U.S.C. § 499e(c), if Plaintiff must expend part of said payment on attorney's fees, and litigation costs, and also suffer the loss of interest on the outstanding amounts owed, all because of violations by Defendants of their statutory duties to maintain the trust and make full payment promptly.

51. In addition to the above recitals, Plaintiff maintains express claims for interest and attorney's fees based upon the terms listed on each invoice, as between merchants, which were all bargained terms of the contract and are sums owing in connection with the produce transaction. Interest to November 29, 2007 totals \$2,384.46 and is accruing daily at \$4.89. (See PACA trust chart attached hereto as Exhibit B.)

COUNT VII

Creation of Common Fund

(Against All Defendants)

52. Plaintiff incorporates each and every allegation set forth in ¶¶ 1-51 as if fully rewritten herein.

53. Plaintiff is commencing this lawsuit on behalf of itself and other similarly situated PACA trust creditors, and any and all monies recovered from Defendants and other third parties will be distributed on a pro-rata basis among the Plaintiff and all perfected PACA trust creditors joined to this lawsuit.

PRAYER

WHEREFORE, the Plaintiff respectfully prays that this Court issue an Order:

1. Granting judgment in favor of Plaintiff and against each of the Defendants, jointly and severally, in the principal amount of \$9,929.25, together with pre-judgment interest (in accordance with Exhibit B) and post-judgment interest and the costs of this action;
2. Declaring and directing the Defendants to establish and/or preserve a trust fund consisting of funds sufficient to pay Plaintiff's principal trust claim of \$9,929.25 plus pre-judgment interest (in accordance with Exhibit B);

3. Enjoining, until the entry of the relief herein requested and compliance therewith, Defendants and their agents, employees and representatives from, in any way, directly or indirectly, transferring, assigning or otherwise disposing of the above-described trust fund, or any interest therein, in whole or in part, absolutely or as security;

4. Declaring and directing Defendants to assign, transfer, deliver and turn over to Plaintiff as much of the above-described trust fund as is necessary to fully compensate Plaintiff for the damages it has suffered and continues to suffer;

5. Granting Plaintiff reasonable costs and expenses, including attorney's fees in this action; and

6. Such other and further relief, whether in law or in equity, as this Court deems just and proper.

**Dated: New York, New York
December 4, 2007**

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Carl E. Person", written over a horizontal line.

**Carl E. Person (CP 7637)
Attorney for the Plaintiff,
T & T Imports, Inc.
325 W. 45th Street - Suite 201
New York, New York 10036-3803
(212) 307-4444**

10:36 AM
09/08/07

T & T IMPORTS, INC.

Open Invoices

As of April 28, 2007

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Aging</u>	<u>Open Balance</u>
Fine Fare Concourse Village (Ernesto)				
General Journal	10/18/2006	Ret. Check		525.00
Invoice	8/30/2006	53470	302	955.25
Invoice	7/5/2006	53583	297	1,229.00
Invoice	7/8/2006	53734	294	624.00
Invoice	7/11/2006	53813	291	1,006.00
Invoice	7/14/2006	53804	288	1,051.50
Invoice	7/17/2006	53910	285	708.00
Invoice	7/19/2006	53972	283	549.50
Invoice	7/21/2006	54024	281	702.00
Invoice	7/24/2006	54096	278	1,112.00
Invoice	7/27/2006	54183	275	1,072.00
Invoice	7/29/2006	54242	273	395.00
Total Fine Fare Concourse Village (Ernesto)				9,929.25
TOTAL				9,929.25

Exhibit A



T & T IMPORT, CO.
571 Austin Pl., Bronx, NY 10455
Tel: (718) 401-9155 • Fax: (718) 401-9162

No. 53470

Tropical Republic
(Republicas Tropical)

Friday, June 30, 2006

Customer

Page 1 of 1

Fine Fare supermarket Leo (718) 665-8600

Order ID -478886891

763 W. Concourse Village AV Bronx

Date 6/30/2006

New York

Salesperson Ernesto

Quantity	Product Name	Unit Price	Line Total
1	Aguate Hass Mex.	\$32.00	\$32.00
1	Ajo Sueho 30 lbs.	\$27.00	\$27.00
5	Banana	\$17.00	\$85.00
1	Berchiena Negra	\$13.00	\$13.00
1	Cesar Salad	\$23.00	\$23.00
2	Cebolla Amarilla 20/2	\$15.00	\$30.00
1	Cebolla Blanca 50 lbs.	\$19.00	\$19.00
2	Cebolla Roja 20/2lbs.	\$16.00	\$32.00
1	Cebolla Suelta Roja 25	\$12.00	\$12.00
1	Celery	\$32.00	\$32.00
1	Chayote	\$17.00	\$17.00
1	Cilantro	\$21.00	\$21.00
1	Classic Salad	\$17.00	\$17.00
1	Collard Green	\$11.00	\$11.00
1	Culantro 40 Pk.	\$17.00	\$17.00
1	Green Selection Salad	\$18.50	\$18.50
1	Green Squash	\$12.75	\$12.75
1	Hongo Cello 8oz.	\$11.00	\$11.00
1	Kale	\$11.00	\$11.00
2	Lechuga Cello # 24	\$17.50	\$35.00
2	Limon Verde	\$12.00	\$24.00
1	Maiz	\$18.50	\$18.50
1	manzana mac	\$21.00	\$21.00
1	Manzana Roja	\$27.00	\$27.00
1	naranja 72	\$19.00	\$19.00
1	Papa Roja Suelta	\$24.00	\$24.00
1	Papa Suelta Idaho	\$17.00	\$17.00
2	Peach	\$24.00	\$48.00
1	Pepino	\$18.00	\$18.00
1	Pimiento Italiano	\$17.00	\$17.00
1	Pimiento Rojo	\$28.00	\$28.00
1	Pimiento Verde	\$13.50	\$13.50
8	Plat Ecuador	\$17.50	\$140.00
1	Plum Tomato	\$15.00	\$15.00
2	Repollo	\$12.00	\$24.00
1	Repollo Rojo	\$13.00	\$13.00
1	Scallion	\$14.00	\$14.00
1	toronja 48	\$19.00	\$19.00
1	Yellow Squash	\$16.00	\$16.00
1	Yuca 40 lbs.	\$12.00	\$12.00

57

Signature

#255.25

* No return or claim of merchandise after 24 hours.

* The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499a (c). The seller of these commodities retains a trust claim over these commodities, all inventories, food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment received.

Signature: Leonardo

\$25.00 FEE FOR RETURNED CHECKS

ORIGINAL



T & T IMPORT, CO.
 571 Austin Pl., Bronx, NY 10455
 Tel: (718) 401-9155 • Fax: (718) 401-9162

No. 53734

Tropical Republic
 (Republica Tropical)

Saturday, July 08, 2006

Page 1 of 1

Customer
 Fine Fare supermarket Leo (718) 665-8600
 763 W. Concourse Village AV Bronx
 New York

Order ID -1143431447
Date 7/8/2006
Salesperson Emato

Quantity	Product Name	Unit Price	Total
1	Aguacate Hass Mex.	\$31.00	\$31.00
1	Ajo de Paquete	\$29.00	\$29.00
6	Banana	\$15.00	\$90.00
1	Berenjena Negra	\$15.00	\$15.00
2	Cebolla Amarilla 20/2	\$17.00	\$34.00
1	Cebolla Roja 20/2lbs.	\$16.00	\$16.00
1	Chayote	\$17.00	\$17.00
1	Collard Green	\$12.00	\$12.00
2	Guineo Verde 40 Lbs.	\$15.00	\$30.00
1	Kabucha	\$23.00	\$23.00
2	Limon Verde	\$15.00	\$30.00
1	Manzana Amarilla	\$31.00	\$31.00
1	Manzana Gala	\$35.00	\$35.00
1	Papa Sueta Idaho	\$18.50	\$18.50
1	Pera Bosc	\$33.00	\$33.00
2	Pimiento Verde	\$17.00	\$34.00
1	Plat Maduro	\$23.00	\$23.00
1	Plum Tomato	\$17.00	\$17.00
1	Red Leaf	\$18.50	\$18.50
1	Romaine Lettuce	\$17.00	\$17.00
2	Tomate 5 x 6	\$14.00	\$28.00
1	Yams #1	\$18.00	\$18.00
2	Yuca 40 lbs.	\$12.00	\$24.00
34			\$624.00

• No return or claim of merchandise after 24 hours.

• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventor food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment received.

\$25.00 FEE FOR RETURNED CHECKS

Signature: LEONARDO



T & T IMPORT, CO.
571 Austin Pl., Bronx, NY 10455
Tel: (718) 401-9155 • Fax: (718) 401-9162

No. 53804

Tropical Republic
(Republica Tropical)

Friday, July 14, 2006

Page 1 of 1

Customer

Fine Parc supermarket Leo (718) 665-8600
763 W. Concourse Village AV. Bronx
New York

Order ID 1603901463

Date 7/14/2006

Salesperson Ernesto

Quantity	Product Name	Unit Price	Line Total
1	Aguacate Hass Mex.	\$31.00	\$31.00
1	Ajo Pico	\$30.00	\$30.00
4	Banana	\$15.00	\$60.00
1	Berenjena Dominicana	\$19.00	\$19.00
1	Berenjena Negra	\$18.00	\$18.00
1	Broccoli	\$14.00	\$14.00
2	Cebolla Amarilla 20/2	\$23.00	\$46.00
1	Chayote	\$17.00	\$17.00
1	Cilantro	\$25.00	\$25.00
1	Finger Carrot (Baby)	\$17.00	\$17.00
1	Green Squash	\$14.00	\$14.00
2	Guineo Verde 40 Lbs.	\$14.50	\$29.00
3	Lechuga Cello # 24	\$15.00	\$45.00
2	Limon Amarillo	\$27.00	\$54.00
2	Maiz	\$13.00	\$26.00
1	Manzana Rosa	\$31.00	\$31.00
1	Mane Costa Rica 40 lb	\$24.00	\$24.00
1	Naranja 100	\$22.00	\$22.00
1	Naranja 72	\$20.00	\$20.00
1	Naranja Agria	\$21.00	\$21.00
5	Papa Eastern 5lbs	\$14.50	\$72.50
5	Papa Idaho 5lbs	\$12.00	\$60.00
1	Pepino	\$33.00	\$33.00
1	Pimiento Rojo	\$31.00	\$31.00
2	Pimiento Verde	\$16.00	\$32.00
4	Plat Ecuador	\$17.00	\$68.00
1	Plat Maduro	\$22.00	\$22.00
1	Repollo	\$12.00	\$12.00
5	Tomate 5 x 6	\$17.00	\$85.00
1	toronja 56	\$20.00	\$20.00
1	Tray Tomate	\$15.00	\$15.00
1	Yellow Squash	\$14.00	\$14.00
2	Yuca 40 lbs.	\$12.00	\$24.00
63			\$1,115.50

-64

* 1051.50

• No return or claim of merchandise after 24 hours.

• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities as inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature: [Signature]

ORIGINAL



T & T IMPORT, CO.
571 Austin Pl., Bronx, NY 10455
Tel: (718) 401-9155 • Fax: (718) 401-9162

No. 53813

Tropical Republic
(Republica Tropical)

Tuesday, July 11, 2006

Page 1 of 1

Customer
Fine Fare supermarket Leo (718) 665-8600
763 W Concourse Village AV. Bronx
New York
Order ID -512137764
Date 7/11/2006
Salesperson Ernesto

Quantity	Product Name	Unit Price	Line Total
6	Banana	\$16.00	\$96.00
1	Berenjena Dominicana	\$19.00	\$19.00
1	Boniato Saco 50 lbs.	\$21.00	\$21.00
1	Broccoli	\$14.00	\$14.00
1	Cesar Salad	\$23.00	\$23.00
1	Cebolla Blanca 50 lbs.	\$23.00	\$23.00
1	Celery	\$39.00	\$39.00
1	Cilantro	\$19.00	\$19.00
1	Classic Salad	\$17.00	\$17.00
1	Collard Green	\$12.00	\$12.00
1	Culantro 40 Pk.	\$17.00	\$17.00
1	Green Leaf	\$17.00	\$17.00
1	Green Selection Salad	\$18.00	\$18.00
1	Hongo Cello 8oz.	\$11.00	\$11.00
1	Italian Salad	\$22.00	\$22.00
1	Kale	\$11.00	\$11.00
1	Kiwi	\$14.00	\$14.00
2	Lechuga Cello # 24	\$13.00	\$26.00
1	Limon Amarillo	\$29.00	\$29.00
2	Limon Verde	\$14.00	\$28.00
1	Naranja 100	\$19.00	\$19.00
1	naranja 72	\$19.00	\$19.00
2	Nectarine	\$19.00	\$38.00
1	Okra	\$21.00	\$21.00
1	Papa Roja Sueta	\$24.00	\$24.00
1	Pepino	\$27.00	\$27.00
1	Pimiento Italiano	\$21.00	\$21.00
1	Pimiento Verde	\$15.00	\$15.00
8	Plat Ecuador	\$17.00	\$136.00
1	Plat Maduro	\$23.00	\$23.00
1	Plum Rojo	\$24.00	\$24.00
1	Plum Tomato	\$17.00	\$17.00
3	Repollo	\$12.00	\$36.00
3	Tomate 5 x 6	\$15.00	\$45.00
1	tomate tray	\$17.00	\$17.00
1	Uva Flame	\$23.00	\$23.00
1	Uva Globe	\$25.00	\$25.00
1	Yams #1	\$17.00	\$17.00
57			\$1,023.00

- 17
\$1006

* No return or claim of merchandise after 24 hours.

* The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities and inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature Leonard G.

ORIGINAL



T & T IMPORT, CO.
 571 Austin Pl., Bronx, NY 10455
 Tel: (718) 401-9155 • Fax: (718) 401-9182

No. 53583

Tropical Republic
 (Republica Tropical)

Wednesday, July 05, 2006

Page 1 of 1

Customer
 Fine Fare supermarket Leo (718) 665-8600 **Order ID** -310946953
 763 W. Concourse Village AV Bronx **Date** 7/5/2006
 New York **Salesperson** Ernesto

Quantity	Product Name	Unit Price	Line Total
1	Aguate Hass Mex.	\$32.00	\$32.00
6	Banana	\$16.00	\$96.00
1	Bonito Saco 50 lbs.	\$24.00	\$24.00
2	Broccoli	\$21.00	\$42.00
2	Cebolla Amarilla 20/2	\$16.00	\$32.00
1	Cebolla Hispana 50 lbs.	\$18.00	\$18.00
1	Cebolla Suelta Roja 25	\$12.00	\$12.00
1	Celery	\$39.50	\$39.50
1	Coco Seco 40 Count	\$23.00	\$23.00
1	Cole Slaw	\$14.00	\$14.00
1	Collard Green	\$12.00	\$12.00
1	Espinaca Cello	\$10.00	\$10.00
1	Grape Tomato	\$15.00	\$15.00
1	Green Leaf	\$17.00	\$17.00
1	Kale	\$13.00	\$13.00
2	Lechuga Cello #24	\$19.00	\$38.00
2	Limon Amarillo	\$30.00	\$60.00
2	Limon Verde	\$12.00	\$24.00
2	Maiz	\$19.00	\$38.00
3	Mango Mexico	\$5.50	\$16.50
2	Manzana Roja Bolsa	\$19.00	\$38.00
5	Papa Idaho 5lbs	\$12.00	\$60.00
1	Papa Suelta Idaho	\$19.00	\$19.00
1	Peach	\$24.00	\$24.00
1	Pepino	\$19.00	\$19.00
1	Pera Anjou	\$40.00	\$40.00
1	Pimiento Rojo	\$30.00	\$30.00
2	Pimiento Verde	\$14.00	\$28.00
1	Pina	\$16.00	\$16.00
10	Plat Ecuador	\$17.00	\$170.00
1	Plum Tomato	\$18.00	\$18.00
2	Repollo	\$13.00	\$26.00
1	Romaine Lettuce	\$15.00	\$15.00
1	String Bean	\$27.00	\$27.00
3	Tomato 5 x 6	\$14.00	\$42.00
1	Tomato Cello	\$17.00	\$17.00
1	Toronia	\$18.00	\$18.00
1	Yams #1	\$18.00	\$18.00
1	Yautia Blanca	\$28.00	\$28.00
70			\$1,229.00

* No return or claim of merchandise after 24 hours.

* The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499a (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature

Leonardo

ORIGINAL



T & T IMPORT, CO.
571 Austin Pl., Bronx, NY 10455
Tel: (718) 401-9155 • Fax: (718) 401-9162

No. 53910

Tropical Republic
(Republica Tropical)

Monday, July 17, 2006

Page 1 of 1

Customer

Fine Fare supermarket Leo (718) 665-6600
763 W. Concourse Village AV. Bronx
New York

Order NO 1185933060

Date 7/17/2006

Salesperson Ernesto

Quantity	Product Name	Unit Price	Unit Total
1	Aguacate Florida	\$15.00	\$15.00
1	Banana	\$14.50	\$14.50
1	Boniato Saco 50 lbs.	\$18.00	\$18.00
1	Broccoli	\$13.00	\$13.00
2	Cebolla Amarilla 20/2	\$23.00	\$46.00
1	Cebolla Roja 20/2lbs	\$18.00	\$18.00
1	Celery	\$33.00	\$33.00
1	Collard Green	\$11.00	\$11.00
2	Lechuga Cello # 24	\$16.00	\$32.00
1	Limon Verde	\$15.00	\$15.00
3	Mango Mexico	\$5.50	\$16.50
2	Meion	\$16.00	\$32.00
1	Papa Roja Suelta	\$25.00	\$25.00
1	Papa Suelta Idaho	\$19.00	\$19.00
2	Pimiento Verde	\$17.00	\$34.00
6	Plat Ecuador	\$16.50	\$99.00
1	Plat Maduro	\$22.00	\$22.00
1	Plum Tomato	\$17.00	\$17.00
1	Romaine Lettuce	\$17.00	\$17.00
1	Scallion	\$15.00	\$15.00
1	String Bean	\$20.00	\$20.00
5	Tomate 5 x 6	\$17.00	\$85.00
1	Tomate Cello	\$15.00	\$15.00
1	tomate tray	\$16.00	\$16.00
1	Yams #1	\$16.50	\$16.50
45			\$737.00

8/17

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708

• No return or claim of merchandise after 24 hours.

• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 498e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Signature Leonardo

\$25.00 FEE FOR RETURNED CHECKS

ORIGINAL



T & T IMPORT, CO.
 571 Austin Pl., Bronx, NY 10455
 Tel: (718) 401-9155 • Fax: (718) 401-9182

No. 53972

Tropical Republic
(Republica Tropical)

Wednesday, July 19, 2006

Page 1 of 1

Customer: Fine Fare supermarket Leo (718) 665-8500 Order ID: 1861936270
 763 W. Concourse Village AV. Bronx Date: 7/19/2006
 New York Salesperson: Ernesto

Quantity	Product Name	Unit Price	Total
6	Banana	\$14.50	\$87.00
1	Cebolla Suelta Roja 25	\$16.00	\$16.00
1	Green Leaf	\$17.00	\$17.00
2	Guineo Verde 40 Lbs.	\$14.50	\$29.00
1	Hongo Cello 8oz	\$11.00	\$11.00
5	Mango Mexico	\$5.50	\$27.50
1	Manzana Gala	\$36.00	\$36.00
1	Manzana Verde	\$33.00	\$33.00
1	Melon	\$17.00	\$17.00
1	Naranja 100	\$21.00	\$21.00
2	Nectarine	\$17.00	\$34.00
2	Peach	\$16.00	\$32.00
1	Pepino	\$23.00	\$23.00
1	Pera Anjou	\$44.00	\$44.00
3	Plat Ecuador	\$17.00	\$51.00
1	Plum Tomato	\$18.00	\$18.00
1	Red Leaf	\$17.00	\$17.00
1	Repollo	\$12.00	\$12.00
2	Yuca 40 lbs	\$12.00	\$24.00
34			\$549.50

* No return or claim of merchandise after 24 hours.

* The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature: Leonardo

ORIGINAL



T & T IMPORT, CO.
 571 Austin Pl., Bronx, NY 10455
 Tel: (718) 401-9155 • Fax: (718) 401-9162

No. 54024

Tropical Republic
 (Republica Tropical)

Friday, July 21, 2006

Page 1 of 1

Customer
 Fine Fare supermarket Leo (718) 565-8600 Order ID -2067615510
 763 W Concourse Village AV Bronx Date 7/21/2006
 New York Salesperson Ernesto

Quantity	Product Name	Unit Price	Total Price
1	aguacate hass verde	\$32.00	\$32.00
4	Banana	\$14.50	\$58.00
1	Berenjena Negra	\$25.00	\$25.00
1	Broccoli	\$13.00	\$13.00
1	Chayote	\$17.00	\$17.00
1	Cilantro	\$21.00	\$21.00
1	Classic Salad	\$17.00	\$17.00
1	Green Leaf	\$17.00	\$17.00
1	Kale	\$13.00	\$13.00
1	Kiwi	\$16.00	\$16.00
3	Lechuga Cello # 24	\$15.00	\$45.00
2	Limon Amarillo	\$26.00	\$52.00
2	Limon Verde	\$15.00	\$30.00
1	Melon	\$17.00	\$17.00
5	Papa Eastern 5lbs	\$14.00	\$70.00
1	Pepino	\$17.00	\$17.00
1	Pimiento Rojo	\$26.00	\$26.00
1	Pimiento Verde	\$19.00	\$19.00
3	Plat Ecuador	\$16.00	\$48.00
1	Plat Maduro	\$23.00	\$23.00
1	Plum Rojo	\$25.00	\$25.00
1	Plum Tomato	\$17.00	\$17.00
2	Repollo	\$12.00	\$24.00
1	Yams #1	\$16.00	\$16.00
1	Yautia Blanca	\$28.00	\$28.00
1	Zanahoria de Paquete	\$16.00	\$16.00
40			\$702.00

• No return or claim of merchandise after 24 hours.
 • The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 60 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventory or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.
 \$25.00 FEE FOR RETURNED CHECKS



T & T IMPORT, CO.
571 Austin Pl., Bronx, NY 10455
Tel: (718) 401-8155 • Fax: (718) 401-8182

No. 54096

Tropical Republic
(Republica Tropical)

Monday, July 24, 2006

Page 1 of 1

Customer

Fine Fare supermarket Leo (718) 665-8600
763 W. Concourse Village AV. Bronx
New York

Order ID -232518286

Date 7/24/2006

Salesperson Ernesto

Quantity	Product Name	Unit Price	Unit Price
1	Ajo de Paquete	\$28.00	\$28.00
6	Banana	\$14.50	\$87.00
2	Broccoli	\$15.00	\$30.00
3	Cebolla Amarilla 20/2	\$20.00	\$60.00
1	Cilantro	\$19.00	\$19.00
1	Finger Carrot (Baby)	\$17.00	\$17.00
1	Green Squash	\$12.00	\$12.00
1	Hongo Cello 8oz.	\$11.00	\$11.00
1	Kabucha	\$20.00	\$20.00
4	Lechuga Cello # 24	\$17.00	\$68.00
1	Loose Carrot 50 Lbs.	\$19.00	\$19.00
1	Manzana Amarilla	\$29.00	\$29.00
1	Manzana Roja	\$32.00	\$32.00
1	Melon	\$17.00	\$17.00
1	Naranja 100	\$20.00	\$20.00
1	Naranja 80	\$22.00	\$22.00
1	Okra	\$24.00	\$24.00
2	Papa Eastern 5lbs	\$14.00	\$28.00
5	Papa Idaho 5lbs	\$14.00	\$70.00
1	Papa Roja Suelta	\$28.00	\$28.00
1	Papa Suelta Idaho	\$18.00	\$18.00
1	Peach	\$16.00	\$16.00
1	Pepino	\$16.00	\$16.00
1	Pimiento Italiano	\$15.00	\$15.00
1	Pimiento Rojo	\$31.00	\$31.00
3	Pimiento Verde	\$18.00	\$54.00
8	Plat Ecuador	\$15.00	\$120.00
1	Plum Tomato	\$16.00	\$16.00
2	Repollo	\$11.00	\$22.00
6	Tomate 5 x 6	\$15.00	\$90.00
1	Tomate Cello	\$14.00	\$14.00
1	toronja 56	\$21.00	\$21.00
1	Uva Globe	\$21.00	\$21.00
1	Uva Verde	\$17.00	\$17.00
65			\$1,112.00

• No return or claim of merchandise after 24 hours.

• The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature

ORIGINAL



T & T IMPORT, CO.
571 Austin Pl., Bronx, NY 10455
Tel: (718) 401-9155 • Fax: (718) 401-9162

No. 54183

Tropical Republic
(Republica Tropical)

Thursday, July 27, 2006

Page 1 of 1

Customer
Fine Fare supermarket Leo (718) 665-8600 Order ID 990245955
763 W. Concourse Village AV. Bronx Date 7/27/2006
Salesperson Ernesto
New York

Quantity	Product Name	Unit Price	Line Total
1	Aguacate Hass Mex.	\$30.00	\$30.00
1	Ajo Pelado	\$28.00	\$28.00
3	Banana	\$13.00	\$39.00
2	Berenjena Negra	\$17.00	\$34.00
1	Boniato Saco 50 lbs.	\$22.00	\$22.00
2	Broccoli	\$15.00	\$30.00
3	Cebolla Amarilla 20/2	\$19.00	\$57.00
1	Cebolla Hispana 50 lbs.	\$22.00	\$22.00
1	Celery	\$23.00	\$23.00
1	Cilantro	\$17.00	\$17.00
1	Classic Salad	\$17.00	\$17.00
1	Collard Green	\$11.00	\$11.00
1	Finger Carrot (Baby)	\$18.00	\$18.00
1	Grape Tomato	\$15.00	\$15.00
1	Hot Pepper	\$28.00	\$28.00
1	Italian Salad	\$22.00	\$22.00
1	Kale	\$12.00	\$12.00
2	Lechuga Cello # 24	\$18.00	\$36.00
2	Limon Amarillo	\$26.00	\$52.00
2	Limon Verde	\$15.00	\$30.00
2	Maiz	\$13.00	\$26.00
1	Naranja 100	\$22.00	\$22.00
1	Naranja 72	\$22.00	\$22.00
1	Peach	\$20.00	\$20.00
2	Pepino	\$16.00	\$32.00
1	Pera Anjou	\$43.00	\$43.00
1	Pimiento Italiano	\$13.00	\$13.00
1	Pimiento Rojo	\$21.00	\$21.00
1	Plat Ecuador	\$15.00	\$15.00
1	Plat Maduro	\$22.00	\$22.00
2	Plum Tomato	\$16.00	\$32.00
1	Red Leaf	\$17.00	\$17.00
1	Romaine Lettuce	\$23.00	\$23.00
6	Tomato 5 x 6	\$14.00	\$84.00
1	Tomatillo Large	\$23.00	\$23.00
80	Watermelon (Lbs.)	\$0.35	\$28.00
1	Yams #1	\$17.00	\$17.00
2	Yuca 40 lbs.	\$12.00	\$24.00

142

~~\$132.00~~

- 60

\$1072.00

* No return or claim of merchandise after 24 hours.

* The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499e (c). The seller of these commodities retains a trust claim over these commodities all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

\$25.00 FEE FOR RETURNED CHECKS

Signature Leonardo

ORIGINAL



T & T IMPORT, CO.
 571 Austin Pl., Bronx, NY 10455
 Tel: (718) 401-9155 • Fax: (718) 401-9156
Tropical Republ.
(Republica Tropica)

No. 54242

Customer
 Fine Fare supermarket LEO (718) 665-8600
 763 W. Concourse Village AV Bronx
 New York

Quantity	Product Name		
✓	Aguate Hass Mex		
✓	Banana		
✓	Berenjena Dominicana		
✓	Cebolla Amarilla 20/2		
✓	Cebolla Roja 20/2lbs		
✓	Culantiro 40 Pk.		
✓	Guineo Verde 40 Lbs.		
✓	Melon		
✓	Nectarine		
✓	Peach	\$12.00	\$43.00
✓	PERA Bosc	\$43.00	\$75.00
✓	Plut Ecuador	\$15.00	\$24.00
✓	Repollo	\$12.00	\$23.00
		\$23.00	\$383.00

Now
 Associated
 Now Owns

T & T Imports

Fine fair super

718 401-9155
 Carlos wants a
 Status

12 -
 395 -

• No return or claim of merchandise after 24 hours.
 • The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 50 of the Perishable Agricultural Commodities Act, 1930, 7 USC 499a (c). The seller of these commodities retains a trust claim over these commodities all inventories food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment received.

\$25.00 FEE FOR RETURNED CHECKS

ORIGINAL

PACA Trust Chart
PACA Trust Creditor: T T Imports, Inc.

Invoice No.	Invoice Date	Date Notice Given	Payment Due Date	Invoice Amount Due	Number of Days Overdue 11/29/07 11/29/2007	Accrued Interest through 11/29/07	PACA Trust Amount
PACA TRUST CHART							

PACA Trust Creditor: T & T Imports, Inc.

NAME OF DEBTOR/DEFENDANT: Renzo Food Corp., d/b/a Fine Fare Supermarket
COURT and CASE NUMBER: SDNY 07 Civ.

53470	6/30/06	6/30/06	07/10/06	\$955.25	507.00	\$238.84	\$1,194.09
53734	7/8/06	7/8/06	07/18/06	\$624.00	499.00	\$153.56	\$777.56
53804	7/14/06	7/14/06	07/24/06	\$1,051.50	493.00	\$255.64	\$1,307.14
53813	7/11/06	7/11/06	07/21/06	\$1,006.00	496.00	\$246.07	\$1,252.07
53583	7/5/06	7/5/06	07/15/06	\$1,229.00	502.00	\$304.25	\$1,533.25
53910	7/17/06	7/17/06	07/27/06	\$708.00	490.00	\$171.08	\$879.08
53972	7/19/06	7/19/06	07/29/06	\$549.50	488.00	\$132.24	\$681.74
54024	7/21/06	7/21/06	07/31/06	\$702.00	486.00	\$168.25	\$870.25
54096	7/24/06	7/24/06	08/03/06	\$1,112.00	483.00	\$264.87	\$1,376.87
54183	7/27/06	7/27/06	08/06/06	\$1,072.00	480.00	\$253.76	\$1,325.76
54242	7/29/06	7/29/06	08/08/06	\$395.00	478.00	\$93.11	\$488.11
99999	10/18/06	10/18/06	10/28/06	\$525.00	397.00	\$102.78	\$627.78
				=====		=====	=====
				\$9,929.25		\$2,384.46	\$12,313.71

The amount of interest per day is equal to: \$4.897

Exhibit B